

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS***Offeror to Complete Blocks 12, 17, 23, 24, & 30*

1. Requisition Number 306		PAGE 1 OF 22			
2. Contract No. CPSCS051002	3. Award/Effective Date Oct 1, 2004	4. Order Number	5. Solicitation Number	6. Solicitation Issue Date	
7. For Solicitation Information Call:	a. Name PETER J NERRET pnerret@cpsc.gov		b. Telephone Number (No collect calls) (301) 504-7033	8. Offer Due Date/Local Time /	
9. Issued By  US CONSUMER PRODUCT SAFETY COMM DIVISION OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 517 BETHESDA, MD 20814-4408	Code CPSC	10. This Acquisition is <input type="checkbox"/> Unrestricted <input type="checkbox"/> Set-Aside % for  <input type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business  <input type="checkbox"/> 8(A) NAICS: 624310 Size Standard: \$6M	11. Delivery for FOB Destination Unless Block is Marked.  <input type="checkbox"/> See Schedule  13a. This contract is a rated order under DPAS (15 CFR 700)  13b. Rating  14. Method of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	12. Discount Terms Discount: 0%  Net due: 30	
15. Deliver To CONSUMER PRODUCT SAFETY COMM. OFFICE OF INFO AND PUBLIC AFFAIRS 4330 EAST WEST HIGHWAY ROOM 519 BETHESDA, MD 20814-4408	Code EXPA103	16. Administered By PETER J NERRET (301) 504-7033 Code PJN			
17a. Contractor/Offeror DC ARC 900 VARNUM ST. NE WASHINGTON DC 20017-  Telephone No. (202)636-2950 TIN: 520960095	Code 00010347 Facility Code	18a. Payment Will Be Made By CONSUMER PRODUCT SAFETY COMM ACCT OFFICER DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207 (301) 504-0018 Code PAYMENT			
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>		18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input type="checkbox"/> See Addendum.			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	PUBLICATION DISTRIBUTION				
25. Accounting and Appropriation Data 05 PS EXOB 2200 42286 252h				26. Total Award Amount (For Govt. Use Only) US 6,000.00	
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached					
X 27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached					
28. Contractor is required to sign this document and return _____ copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.			X 29. Award of Contract: Reference pricing dated 02/03/05 Offer Dated _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:		
30a. Signature of Offeror/Contractor			31a. United States of America (Signature of Contracting Officer)		
30b. Name and Title of Signer (Type or Print) Thomas J. Dempsey - GFO		30c. Date Signed 3/18/05	31b. Name of Contracting Officer (Type or Print) PETER J NERRET pnerret@cpsc.gov		31c. Date Signed 3/29/05
32a. Quantity in Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted: _____					
32b. Signature of Authorized Government Representative			32c. Date		
32e. Mailing Address of Authorized Government Representative			32d. Printed Name and Title of Authorized Government Representative		
			32f. Telephone Number of Authorized Government Representative		
			32g. E-mail of Authorized Government Representative		
33. Ship Number  <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For	36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		37. Check Number
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I certify this account is correct and proper for payment		41c. Date		42a. Received By (Print)	
41b. Signature and Title of Certifying Officer				42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	
				42d. Total Containers	

# SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>The Contrator shall provide service during the Period of Performance of October 1, 2004 through September 30, 2005.</p> <p>PUBLICATION STORAGE &amp; DISTRIBUTION</p>	1	LT	6,000.00	6,000.00

## STATEMENT OF WORK

### 1. DESCRIPTION

Independently and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services, and facilities to perform the work set forth below; except as provided in Section 2., GOVERNMENT FURNISHED MATERIALS/EQUIPMENT.

- a. The Contractor shall make distribution of Consumer Product Safety Commission (CPSC) publications, in coordination with the CPSC Project Officer (See Section 5, SHIPMENTS). The Government will provide the publications to the Contractor. Publications include printed pamphlets, brochures and informational flyers. The Contractor shall be required to fill publication requests of single items as well as large/bulk requests. All large/bulk requests shall be mailed directly from the Contractor's facilities to the requestor. The Contractor shall arrange for the United States Postal Service (USPS) to pickup at the Contractor facility all regular mailings, including bulk shipments.
  - 1) In coordination with the CPSC Project Officer, the Contractor shall collate printed material into kits (packets). These kits may be used for seasonal programs and conferences or for responding to requests for information about generic product hazards.
  - 2) The Contractor shall ensure that all materials to be delivered are packaged and packed in accordance with the Contractor's best commercial practice in order to guarantee delivery undamaged to final destination.
- b. The Contractor shall receive requests for deliveries from CPSC primarily by way of written request, however telephone and Fax requests may also be issued. The request will include the CPSC publications by title or publication number, quantity necessary, and delivery address. If labels are not provided by CPSC, the Contractor shall type the mailing label directly from the request. Contractor may be required to mail the requested material to outside individuals or organizations or to other CPSC offices located at 4330 East West Highway, Bethesda, Maryland and elsewhere in the Washington, D.C. metropolitan area.
  - 1) Delivery requests (written), normally shall be picked up by the Contractor once (1) per week (Thursday) at CPSC Headquarters, Room 519, EAST WEST TOWERS BUILDING, 4330 East West Highway, Bethesda, Maryland 20814. If pickup location is different than above, the Project Officer will notify Contractor of change. If the Government is closed on the Thursday pickup day, the Contractor shall make pickup the next business day, unless other

arrangements have been made in coordination with the Project Officer.

- 2) Publications normally shall be mailed to consumers, however, deliveries may be required to go to CPSC Headquarters, Room 519, EAST WEST TOWERS BUILDING, 4330 East West Highway, Bethesda, Maryland.

c. The Contractor is required to provide storage and mailing facilities within a 15 mile radius of the CPSC Headquarters located at 4330 East West Highway, Bethesda, Maryland.

d. When Publication stock becomes low, the Contractor may be required to mail out form letters (supplied by the CPSC) informing requesters that some materials are out-of-stock or that there is insufficient quantity on hand to totally fill the order.

- 1) The Contractor shall inform the CPSC Project Officer when any particular stock item declines to a point at which time the estimated demand will totally deplete the stock before the month's end. The Contractor shall supply a reasonably accurate count of any item within one (1) hour to the CPSC Project Officer as required. The contractor shall notify the CPSC Project Officer of any item out of stock within (1) one working day of depletion.

- 2) CPSC will arrange for all newly printed materials to be sent directly from the printer to the Contractor's location when possible. Upon receipt of newly printed materials, the Contractor shall send 100 copies of each new piece of material to the CPSC Project Officer for review and specific approval before distributing the material to the public.

## 2. PERIOD OF PERFORMANCE

The period of performance is from October 1, 2004 through September 30, 2005.

## 3. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT

a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment set forth below:

- 1) Fact Sheets, folders, posters, brochures, and other printed material Franked envelopes and franked mailing labels
- 2) Mailing System, 6100 Series, PITNEY BOWES, Serial #0102308
- 3) Model 5600 Mailing Machine (SER# 192593);
- 4) Model 6505 USPS Meterhead (Ser# 6090684)

- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. All other materials/equipment required in the performance of this contract, shall be furnished by the Contractor.

#### 4. SERVICES AND PRICES

The rates listed below are either those established by the Committee for Purchase from the Blind and Other Severely Handicapped for fiscal year 2004 or are negotiated rates from DCARC, and are applicable to this contract. Pricing rates are reviewed and adjusted annually, prior to issuance of follow-on contracts

TASK/ITEM	RATES
a. Hand Inserting	
(1) 1 piece into envelopes, through sizes 9-1/2"	\$80.43 per 1000
(2) Per each additional piece in same envelope, up to 3 pieces	\$34.65 per 1000
(3) Insert into #10 Envelope	\$48.07 per 1000
(4) Collate & Insert into #10 Envelope (ea. Add'l piece after 1 <sup>st</sup> for a max. of 4)	\$22.63 per 1000
(5) Roll & Insert into a Tube Standard Poster. (Into Tube, 1 sheet up to 22" x 28")	\$291.61 per 1000
(6) Ea. Additional Poster that is the same	\$21.16 per 1000
(7) Ea. Additional Poster that is different	\$58.32 per 1000
(8) Insert 1 sheet into folder (Into Tube, 1 sheet up to 22" x 28")	\$91.61 per 1000
(9) Additional Insert into Folder after 1 <sup>st</sup>	\$38.56 per 1000

(4 sheets max.)

b. Hand Folding

- |   |                  |
|---|------------------|
| (1) Single sheet, single fold,<br>through 9" x 12"                      | \$47.24 per 1000 |
| (2) Single sheet, double fold, through<br>sizes 9" x 12"                | \$87.13 per 1000 |
| (3) Single sheet, single fold, sizes<br>over 9" x 12" through 11" x 17" | \$54.10 per 1000 |

NOTE: A #10 Envelope is 4 1/8" x 9-1/2".

c. Machine Folding

- |  |                  |
|--|------------------|
| (1) Set-up Charge  | \$30.58          |
| (2) Single sheet, single fold through<br>sizes 9" x 12"                | \$30.98 per 1000 |
| (3) Single sheet, single fold sizes<br>over 9" x 12" through 11" x 17" | \$30.98 per 1000 |
| (4) Single sheet, double fold through<br>sizes 9" x 12"                | \$41.02 per 1000 |

d. Hand Labeling

- |   |                  |
|---|------------------|
| (1) Envelopes, peel and stick, any size   | \$72.26 per 1000 |
| (2) Self-mailer copy, peel and stick,<br>through sizes 9" x 12"                   | \$99.75 per 1000 |
| (3) Self-mailer copy, peel and stick,<br>over sizes 9" x 12" through<br>12" x 16" | \$99.75 per 1000 |
| (4) Wet label, through sizes 3" x 5"  | \$99.75 per 1000 |

e. Machine Labeling (Cheshire Labeling)

- |                                     |                  |
|-------------------------------------|------------------|
| (1) Set-up Charge                   | \$50.95          |
| (1) Envelope, size 4 1/8" x 9 1/2"  | \$71.63 per 1000 |
| (2) Envelope, size 9 1/2" x 12 1/2" | \$71.63 per 1000 |

- |                                       |                  |
|---------------------------------------|------------------|
| (3) On copy, through sizes 1/8" thick | N/A              |
| (4) On copy, sizes over 1/8" thick    | N/A              |
| (5) Piggy back labeling               | \$71.63 per 1000 |

f. Sealing

- |  |                  |
|--|------------------|
| (1) Hand sealing envelopes<br>(#10 envelopes)  | \$38.24 per 1000 |
| (2) Hand sealing envelopes<br>(up to 6" x 9")  | \$41.53 per 1000 |
| (3) Hand sealing envelopes<br>(up to 9" x 12") | \$45.30 per 1000 |
| (4) Tucking flap                               | \$36.38 per Hour |
| (5) Closing clasp envelopes                    | \$36.38 per Hour |
| (6) Closing string fastener envelopes          | \$36.38 per Hour |
| (7) Machine sealing envelopes                  | \$15.97 per 1000 |

g. Collating (Hand)

- |  |                   |
|--|-------------------|
| (1) Collate and staple 2 pages                       | \$113.14 per 1000 |
| (2) Each additional page<br>(after initial 2 sheets) | \$28.19 per 1000  |
| (2) Collate 2 pages only                             | \$54.64 per 1000  |
| (3) Each additional page                             | \$27.35 per 1000  |

h. Stapling

- |   |                   |
|---|-------------------|
| (1) 1 staple per book/packet                      | \$113.14 per 1000 |
| (2) Per each additional staple per<br>book/packet | N/A               |

i. Saddle Stitch, Manual

- |                        |     |
|------------------------|-----|
| (1) Up to 2 signatures | N/A |
|------------------------|-----|

	(2) Per each additional signature	N/A
j.	Saddle Stitch, Auto	
	(1) Up to 2 signatures	N/A
	(2) Per each additional signature	N/A
k.	Machine Inserting	
	(1) 1 piece, thru sizes 6 1/8" x 9 1/2"	\$93.62 per 1000
	(2) Each additional insert of same type	N/A
l.	ZIP Sorting (up to #10)	
	(1) Random list up to #10 mailer	\$96.91 per 1000
	(2) List in order up to #10 mailer	\$23.43 per 1000
	(3) Oversized pieces - list in order	\$36.38 per 1000
	(4) Oversized pieces - random list	\$120.20 per 1000
m.	Tie Bundles & Bag (zip sorting not included)	
	#10 envelope)	\$23.11 per 1000
	up to 6" x 9"	\$25.42 per 1000
	up to 9" x 12"	\$27.73 per 1000
n.	Metering by machine (Envelopes /Self Mailer)	\$36.38 per hour
	Set-up charge	\$18.87
o.	Inside Pickup (in addition to Item w)	
	(1) Handling	
	(a) Loose cartons	\$1.55 each
	(b) Loose skids/pallets (up to two skids)	\$73.81 per trip
	(c) Per each additional skid (over the initial 2 skids)	\$24.60



- |    |  |                                  |
|----|--|----------------------------------|
| p. | Storage Charge Per Cubic Foot of Space<br>(\$0.429pcf) Avg. skid: 80 cu. ft. | \$36.00 per full<br>skid/per mo. |
| q. | Addressing Typewritten/Data Entry<br>required Set-up charge                  | \$36.38 per hour<br>\$18.87      |
| r. | Hourly Rate Tasks  | \$36.38 per hour                 |

Hourly rates for tasks listed below includes the cost of packaging materials, except for such special containers or items as jiffy bags, boxes, rubber stamps, plastic bags or shrink-wrapping material. Requirements, not covered by a specific task category shall be charged at the hourly rate of \$36.38 per hour.

- (1) Postal preparation (In accordance with current regulations)
- (2) Wrapping, packaging and other miscellaneous hand bindery services
- (3) Clipping, using paper clips
- (4) Tabbing (Notebook assembly)
- (5) Edge sealing (Shrink wrapping)
- (6) Pre-canceled Stamps
- (7) Jogging
- (8) Match Work
- (9) Pasting, strip
- (10) Pasting full
- (11) Flapping envelopes (prior to inserting)
- (12) Kit assembly
- (13) Bursting
- (14) Metering Bulk Packages/Quantities (Approx. 1,475 per hour)  
(varying sizes)
- (15) In and out handling for stored materials
- (16) Rubber Stamping

(17) Fulfillment

(18) Inventorying

- s. Premium charge for next work day turn around. N/A
- t. Minimum charge per order \$51.45
- u. Minimum set up charge for individual machine task changes on runs of 5,000 or under \$36.38 per hour

v. Transportation:

- (1) Delivery service or Special pickup \$73.55 per trip within the Metropolitan D.C. area. Trip includes pickup of up to 5 loose cartons. Excess material pickup will be charged at the rates below, less 25% for loading dock pickup.

Special Items: Occasionally, the Contractor may be required to provide such items as rubber stamps, corrugated materials for mailing films, packing fill (Styrofoam peanuts) or containers, etc. These items shall be priced at cost and shown as separate items on the invoice, indicating quantity provided, unit and total price. Authorization for the purchase of special items must be given in advance by the CPSC Project Officer.

- w. Photocopying \$36.38 per hour plus \$0.06 per page of paper.

x. Other

- (1) Set-up Charge \$51.45
- (2) Jiffy Bags at cost
- (3) Recycled Boxes at cost
- (4) Press and Stick Labels \$36.38 per 1000

- (5) Set-up Charge(Press & Stick Labels) \$31.53
- (6) Production of Press and Stick Labels \$36.38 per hour

5. SHIPMENTS

- a. Kim Dulic shall coordinate any supplies and/or services to be furnished under this contract.
- b. Coordination of publications by CPSC, will normally be by written request, but may be by telephone or telefacsimile. DCARC shall deliver the publications on their next scheduled delivery to CPSC, unless other arrangements are coordinated between DCARC and the CPSC Project Officer.
- c. Individuals authorized to coordinate for supplies/services are listed below:

Kim Dulic, Project Officer (301) 504-7058

Duane DeBruyne, Alternate Project Officer (301) 504-7046

- d. If deemed necessary, the Project Officer may telefacsimile (FAX) or telephone coordination information to the contractor's place of business. Listed below are the telephone and fax numbers of the contractor.

Contractor Fax No. (202) 832-5399

Contractor Tele No. (202) 636-2950

(END

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1. 52.0000-4004A CONTRACTOR'S NOTE

Please notify contact person if there's a change in delivery date.  
Reference Purchase Order Number on outside of all cartons  
and/or packages.

ATTENTION GOVERNMENT VENDOR I. INSTRUCTIONS FOR SHIPMENT OF  
LARGE ITEMS

If this shipment requires use of a loading dock, the Contractor shall  
contact Ms. Toya Wingfield, East West Towers Assistant Property Manager  
(301) 986-0994, 48 hours in advance of the date the items are to arrive to  
schedule use of the loading  
dock. II. DELIVERY INSTRUCTIONS

A. IF THE SHIP TO ADDRESS IN BLOCK 6 ON PAGE 1 OF THIS ORDER READS  
AS FOLLOWS, THE CONTRACTOR SHALL FOLLOW THE INSTRUCTIONS IN  
PARAGRAPH B BELOW IF THE SHIPMENT REQUIRES USE OF A LOADING DOCK:  
U. S. CONSUMER PRODUCT SAFETY COMMISSION  
4330 EAST WEST HIGHWAY  
BETHESDA, MARYLAND 20814-4408

B. ADVANCE NOTIFICATION FOR DELIVERY OF FREIGHT ITEMS  
If this shipment requires use of a loading dock, scheduling  
must be made at least 48 hours in advance of delivery. Contact  
Ms. Toya Wingfield, East West Towers Assistant Property Manager at  
(301) 986-9517.

Hours of Freight Delivery:

9:30 - 11:00 a.m. 1:30 - 4:00 p.m.

Monday - Friday (except holidays)

Once delivery is scheduled, please notify CPSC staff at  
the following:

1. Shipping and Receiving (301) 504-7736  
or, if no answer
2. Administrative Services (301) 504-7085  
Branch, or if no answer
3. Division of Procurement (301) 504-7045  
Services

Upon arrival, the driver should use the intercom box at the  
loading dock to obtain assistance in using freight elevators and  
to gain access to CPSC security areas.

C. DELIVERY OF SMALL ITEMS

Deliveries should be made to Room 516, East West Towers Building  
between the hours of 7:30 A.M. - 5:00 P.M.. Monday through Friday  
(except holidays) III. BILLING INSTRUCTIONS

Pursuant to the Prompt Payment Act (P.L. 97-177) and the Prompt  
Payment Act Amendments of 1988 (P.L. 100-496) all Federal agencies  
are required to pay their bills on time, pay interest penalties when  
payments are made late, and to take discounts only when payments are  
made within the discount period.

To assure compliance with the Act, vouchers and/or invoices shall be  
submitted on any acceptable invoice form which meets the criteria  
listed below. Examples of government vouchers that may be used are  
the Public Vouchers for Purchase and Services Other Than Personal,  
SF 1034, and Continuation Sheet, SF 1035. At a minimum, each invoice  
shall include:

1. The name and address of the business concern (and separate  
remittance address, if applicable).
2. Taxpayer Identification Number (TIN)
3. Invoice date (use of invoice number in addition to invoice date is  
prudent but not required).
4. The contract or purchase order number (see block 3 on page 1 of  
this order), or other authorization for delivery of goods or  
services.
5. Description, price and quantity of goods or services actually  
delivered or rendered.

6. Shipping cost terms (if applicable).
7. Payment terms.
8. Other substantiating documentation or information as specified in the contract or purchase order.
9. Name (where practicable), title, phone number and mailing address of responsible official to be notified in the event of a deficient invoice.

ORIGINAL VOUCHERS/INVOICES SHALL BE SENT TO:

Accounting Officer,  
Div. of Financial Services, Room 522  
U. S. Consumer Product Safety Commission  
Washington, D. C. 20207-9910

Invoices not submitted in accordance with the above stated minimum requirements will not be processed for payment. Deficient invoices will be returned to the vendor within seven days or sooner. Standard forms 1034 and 1035 will be furnished by CPSC upon request of the contractor. IV. PAYMENT

Payment will be made as close as possible to, but not later than, the 30th day after receipt of a proper invoice as defined in "Billing Instructions," except as follows:

When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified. Otherwise, late payments will include interest penalty payments.

Inquiries regarding payment should be directed to the Accounting Officer on (301) 504-0018 at the following address:

Accounting Officer,  
Div. of Financial Services, Room 522  
U. S. Consumer Product Safety Commission  
Washington, D. C. 20207-9910

Complaints related to the late payment of an invoice should be directed to Deborah Peebles Hodge, Director, Division of Financial Services at the same address (above). V. INSPECTION & ACCEPTANCE PERIOD  
All materials/services shall be inspected by the Commission at the destination point within three (3) working days after the date of receipt. Disapproval will be transmitted by the CPSC contact person. VI.

ALL OTHER INFORMATION RELATING TO THE PURCHASE ORDER

Contact: PETER J. NERRET, SR. (301) 504-7033.

RECEIVING REPORTS FOR SMALL PURCHASES  
(OPTIONAL FORM 347 BACK)

PROCESSING INSTRUCTIONS FOR REQUESTING OFFICES The accompanying Receiving Report (Optional Form 347 BACK), provided with the copy of your executed Purchase Order (Optional Form 347), must be completed at the time the ordered goods or services are received. Upon receipt of the goods or services ordered, each item should be inspected, accepted (partial or final) or rejected. The Receiving Report must be appropriately completed, signed and dated by the authorized receiving official. In addition, column (G), Quantity Accepted, on the Purchase Order, must be completed. Upon completion, the original copy of the Receiving Report and a copy of the Purchase Order must be immediately forwarded to the Division of Financial Services so that payment can be processed pursuant to the Prompt Payment Act. Additional copies should be made and retained consistent with local office procedures. PROPERTY/EQUIPMENT PURCHASES In the case of Receiving Reports involving the purchase and receipt of property/equipment, a copy of the Receiving Report and a copy of the Purchase Order must also be immediately forwarded directly to the Property Management Officer (Rey Garcia) in the Administrative Services Branch (Room 520). The transmittal of Receiving Reports and Purchase Order copies to the Property Management Officer is critical to the integrity and operation of CPSC's Property Management System. Receiving officials should also forward copies to their local property officer/property custodian consistent with local office procedures.

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices.

An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment."--

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately



stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) "Central Contractor Registration (CCR)."

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and

update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to
  - (A) change the name in the CCR database;
  - (B) comply with the requirements of Subpart 42.12; and
  - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

### **3. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2004)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4)
  - (i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
  - (ii) Alternate I (Mar 1999) of 52.219-5.
  - (iii) Alternate II (June 2003) of 52.219-5.
- (5)
  - (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
  - (ii) Alternate I (Oct 1995) of 52.219-6.
  - (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)
  - (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
  - (ii) Alternate I (Oct 1995) of 52.219-7.
  - (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)
  - (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
  - (ii) Alternate I (Oct 2001) of 52.219-9.
  - (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)
  - (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- \_\_\_\_\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- \_\_\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (21)
  - \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - \_\_\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_\_\_ (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- \_\_\_\_\_ (23)
  - \_\_\_\_\_ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
  - \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
  - \_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_\_\_ (24) 52.225-5, Trade Agreements (June 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX \_\_\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_\_\_ (34)
  - \_\_\_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
  - \_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- \_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989) (41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
  - (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
  - (v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
  - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause) -

- \_\_\_\_\_ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- \_\_\_\_\_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- \_\_\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- \_\_\_\_\_ (21)
  - \_\_\_\_\_ (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
  - \_\_\_\_\_ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_\_\_ (22) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).
- \_\_\_\_\_ (23)
  - \_\_\_\_\_ (i) 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
  - \_\_\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.
  - \_\_\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.
- \_\_\_\_\_ (24) 52.225-5, Trade Agreements (June 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_\_\_ (25) 52.225-13, Restrictions on Certain Foreign Purchases (Dec 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_\_\_ (26) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (27) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- \_\_\_\_\_ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_\_\_ (29) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX \_\_\_\_\_ (30) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- \_\_\_\_\_ (31) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (32) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- \_\_\_\_\_ (33) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_\_\_ (34)
  - \_\_\_\_\_ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
  - \_\_\_\_\_ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: